

#4

That inadvertent error has been corrected by this Amendment. Accordingly, Applicant respectfully requests withdrawal of the objection.

Obviousness-type Double Patenting

Examiner has rejected the claims over various claims of Applicant's U.S. Patent No. 4,941,090 which grew out of the grandparent application to the present case. While Applicant does not necessarily agree with the rejection, enclosed herewith is a Terminal Disclaimer to overcome that rejection (as well as a similar potential rejection over the soon-to-issue parent case, Serial No. 07/510,446) thereby rendering the rejection moot. Accordingly, withdrawal of the obviousness-type double patenting rejection is respectfully solicited.

Indefiniteness

Examiner has rejected claims 1, 24, 34, and 37 under 35 U.S.C. §112, second paragraph, for indefiniteness.

With respect to claim 1, Examiner questions the difference between "credit value" and "cash value". They are distinctly different terms and are so understood in the art and more particularly in the application itself. The Examiner will appreciate that a merchant may decide to provide to each customer a ten percent (10%) credit for all purchases, by way of example. If the purchase is \$100.00, then the "credit value" would be \$10.00. By the same token,

at the central system, a consumer account is maintained which represents cash value to the consumer. That is, at some point, the consumer will be entitled to obtain cash, for example, or other value in accordance with the amount set forth in that consumer's account. The "cash value" will typically increment by the amount of the "credit value". Thus, as an example, assume the consumer makes three separate purchases with credit values of \$2, \$3 and \$4 respectively. In this example, the cash value might be \$9 (the sum of the three credit values). Thus, in order to distinguish on the one hand from credit value which is done at the merchant's side and relates to a transaction, and the value accumulated in the account on the other hand, the accumulating value is referred to in the application and the claims as "cash value" since that represents the most typical manner of redemption for consumers, i.e., they will at some point in time receive a check representing the cash value.

Quite often, the credit value and the cash value may be the same. However, that does not need to be the case. In any event, credit value and cash value are primarily used to distinguish between the values as determined at the merchant location versus the values as accumulated in the consumer's account in the central system. Applicant respectfully submits that if the same term were used for both, then the claim would become difficult to comprehend and thus "indefinite". Under the present

circumstances, however, Applicant respectfully submits that use of the terms "credit value" and "cash value" lends precision to the claims. Accordingly, Applicant respectfully submits that the rejection of claim 1 under 35 U.S.C. §112, second paragraph, should be withdrawn.

With respect to claim 24, Examiner challenges the phrase "credit rate can be applied". However, that phrase does not appear in claim 24. Rather, the step of that method is for each merchant "to determine at least one credit rate". The rest of that phrase has been deleted. Examiner gives that phrase no weight anyway. With the deletion, Applicant respectfully submits the rejection of claim 24 under §112 has been overcome and should be withdrawn.

With respect to claims 34 and 37, Applicant does not understand the rejection. Examiner states that the "whereby" portions of the claims are not given any patentable weight. However, that has nothing to do with whether the claim is definite for purposes of 35 U.S.C. §112, second paragraph. Even assuming Examiner gives those portions of the claims no weight, Applicant fails to see any ambiguity or indefiniteness in the claims. Reconsideration of the rejection of these claims is thus respectfully requested.

#### CONCLUSION

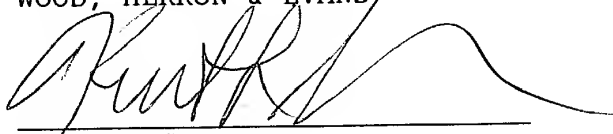
In view of the foregoing, Applicant respectfully submits that all objections and rejections have been

overcome or resolved and should be withdrawn. As the application is now in condition for allowance, Applicant respectfully requests a formal Notice of Allowance at the earliest possible date.

If this Amendment, for any reason, does not place the application in condition for allowance, Examiner is respectfully requested to telephone the undersigned to discuss whatever questions may remain.

Respectfully submitted,

WOOD, HERRON & EVANS

A handwritten signature in dark ink, appearing to read 'Kurt L. Grossman', written over a horizontal line.

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